



# LEXINGTON

**Bid 9-2024**

**M&M Services Company, Inc.  
Supplier Response**

**Event Information**

Number: Bid 9-2024  
Title: City Street Striping and Marking Supplemental  
Type: Competitive Bid  
Issue Date: 1/11/2024  
Deadline: 1/25/2024 02:00 PM (ET)  
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

**Contact Information**

Contact: Jessica Allinder  
Address: Procurement  
Government Center Building  
200 East Main Street  
Lexington, KY 40507  
Email: [jallinder@lexingtonky.gov](mailto:jallinder@lexingtonky.gov)

# M&M Services Company, Inc. Information

Contact: Jeff McMahon  
Address: 228 Midland Trail  
Mt. Sterling, KY 40353  
Phone: (859) 499-3201  
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Email: jeff@mmservicesky.com  
Web Address: mmservicesky.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Jeffery John McMahon

Signature

Submitted at 1/23/2024 01:44:07 PM (ET)

jeff@mmservicesky.com

Email

## Response Attachments

### Bid 9-2024 Pavement markings.pdf

Attached bid 9-2024 paperwork

## Bid Attributes

### 1 Bid package

Have you completed and attached your bid package? This is a contractual agreement and required for all bids.

YES

## Bid Lines

### 1 Paint 4' Letter/Number

Quantity: 200 UOM: Each Unit Price:  Total:

### 2 Paint 8' Letter/Number

Quantity: 200 UOM: Each Unit Price:  Total:

### 3 Paint Railroad "R" 6'6"

Quantity: 5 UOM: Each Unit Price:  Total:

### 4 Paint Permanent 16" for Railroad

Quantity: 50 UOM: Linear Feet Price:  Total:

### 5 Paint straight arrow

Quantity: 25 UOM: Each Unit Price:  Total:

### 6 Paint curved arrow

Quantity: 25 UOM: Each Unit Price:  Total:

7	Paint Combination Arrow	Quantity: <u>20</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$75.00"/>	Total: <input type="text" value="\$1,500.00"/>
8	Paint Lane Drop Symbol	Quantity: <u>10</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$150.00"/>	Total: <input type="text" value="\$1,500.00"/>
9	Paint Yield Symbol (24" Base, 36" Height)	Quantity: <u>10</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$10.00"/>	Total: <input type="text" value="\$100.00"/>
10	Paint Handi-Cap Symbol	Quantity: <u>10</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$100.00"/>	Total: <input type="text" value="\$1,000.00"/>
11	Paint 3-way Combination Arrow	Quantity: <u>10</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$150.00"/>	Total: <input type="text" value="\$1,500.00"/>
12	Paint Curve & U-Turn Combination Arrow	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$150.00"/>	Total: <input type="text" value="\$750.00"/>
13	Paint U-Turn Arrow	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$150.00"/>	Total: <input type="text" value="\$750.00"/>
14	Arrow-Fish Hook	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$300.00"/>	Total: <input type="text" value="\$1,500.00"/>
15	Paint Elongated Curve Arrow (12'x3')	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$150.00"/>	Total: <input type="text" value="\$750.00"/>
16	Paint Bike Symbol (Bicycle Rider-Helmeted- 3' 4" x 6')	Quantity: <u>15</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$125.00"/>	Total: <input type="text" value="\$1,875.00"/>
17	Paint Shared Lane Marking - Bike Sharrow	Quantity: <u>15</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$125.00"/>	Total: <input type="text" value="\$1,875.00"/>
18	Paint Area Shading - White	Quantity: <u>200</u> UOM: <u>SF</u>	Price: <input type="text" value="\$5.00"/>	Total: <input type="text" value="\$1,000.00"/>
19	Paint Area Shading - Yellow	Quantity: <u>200</u> UOM: <u>SF</u>	Price: <input type="text" value="\$5.00"/>	Total: <input type="text" value="\$1,000.00"/>
20	Paint Permanent Pavement Striping - 4 inch - White	Quantity: <u>10000</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$0.40"/>	Total: <input type="text" value="\$4,000.00"/>
21	Paint Permanent Pavement Striping - 4 inch - Yellow	Quantity: <u>5000</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$0.45"/>	Total: <input type="text" value="\$2,250.00"/>
22	Paint Permanent Pavement Striping - 6 inch - White	Quantity: <u>2500</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$0.50"/>	Total: <input type="text" value="\$1,250.00"/>

2 3	Paint Permanent Pavement Striping - 6 inch - Yellow	Quantity: <u>2500</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$0.50"/>	Total: <input type="text" value="\$1,250.00"/>
2 4	Remove Permanent Pavement Striping	Quantity: <u>500</u> UOM: <u>SF</u>	Price: <input type="text" value="\$0.85"/>	Total: <input type="text" value="\$425.00"/>
2 5	Thermo 4' Letter/Number	Quantity: <u>200</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$90.00"/>	Total: <input type="text" value="\$18,000.00"/>
2 6	Thermo 8' Letter/Number	Quantity: <u>200</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$125.00"/>	Total: <input type="text" value="\$25,000.00"/>
2 7	Thermo Railroad R	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$80.00"/>	Total: <input type="text" value="\$400.00"/>
2 8	Thermo Straight Arrow	Quantity: <u>25</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$82.00"/>	Total: <input type="text" value="\$2,050.00"/>
2 9	Thermo Curved Arrow	Quantity: <u>25</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$94.00"/>	Total: <input type="text" value="\$2,350.00"/>
3 0	Thermo Combination Arrow	Quantity: <u>20</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$110.00"/>	Total: <input type="text" value="\$2,200.00"/>
3 1	Thermo Lane Drop Symbol	Quantity: <u>10</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$350.00"/>	Total: <input type="text" value="\$3,500.00"/>
3 2	Thermo Yield Symbol (24" Base, 36" Height)	Quantity: <u>10</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$40.00"/>	Total: <input type="text" value="\$400.00"/>
3 3	Thermo Handi-Cap Symbol	Quantity: <u>10</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$200.00"/>	Total: <input type="text" value="\$2,000.00"/>
3 4	Thermo 3-Way Combination Arrow	Quantity: <u>10</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$215.00"/>	Total: <input type="text" value="\$2,150.00"/>
3 5	Thermo Curve & U-Turn Combination Arrow	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$300.00"/>	Total: <input type="text" value="\$1,500.00"/>
3 6	Thermo U-Turn Arrow	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$200.00"/>	Total: <input type="text" value="\$1,000.00"/>
3 7	Thermo - Fish Hook	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$400.00"/>	Total: <input type="text" value="\$2,000.00"/>
3 8	Thermo Elongated Curve Arrow (12'x3')	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$110.00"/>	Total: <input type="text" value="\$550.00"/>

39	Thermo Bike Symbol (Bicycle Rider - Helmeted - 3' 4" x 6')	Quantity: <u>15</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$275.00"/>	Total: <input type="text" value="\$4,125.00"/>
40	Thermo Shared Lane Marking - Bike Sharrow	Quantity: <u>15</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$380.00"/>	Total: <input type="text" value="\$5,700.00"/>
41	Thermo 4' Width	Quantity: <u>200</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$1.75"/>	Total: <input type="text" value="\$350.00"/>
42	Thermo 4" Width Dashed	Quantity: <u>200</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$4.25"/>	Total: <input type="text" value="\$850.00"/>
43	Thermo 6" Width	Quantity: <u>200</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$3.75"/>	Total: <input type="text" value="\$750.00"/>
44	Thermo 6" Width Dashed	Quantity: <u>200</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$6.25"/>	Total: <input type="text" value="\$1,250.00"/>
45	Thermo 8" Width Dashed	Quantity: <u>150</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$6.50"/>	Total: <input type="text" value="\$975.00"/>
46	Thermo 12" Width	Quantity: <u>200</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$6.50"/>	Total: <input type="text" value="\$1,300.00"/>
47	Thermo 16" Width	Quantity: <u>200</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$8.00"/>	Total: <input type="text" value="\$1,600.00"/>
48	Thermo 24" Width	Quantity: <u>200</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$8.75"/>	Total: <input type="text" value="\$1,750.00"/>
49	Thermo Area Shading - Yellow	Quantity: <u>150</u> UOM: <u>SF</u>	Price: <input type="text" value="\$6.00"/>	Total: <input type="text" value="\$900.00"/>
50	Thermo Area Shading - White	Quantity: <u>150</u> UOM: <u>SF</u>	Price: <input type="text" value="\$6.00"/>	Total: <input type="text" value="\$900.00"/>
51	Thermo Area Shading - Green	Quantity: <u>150</u> UOM: <u>SF</u>	Price: <input type="text" value="\$12.00"/>	Total: <input type="text" value="\$1,800.00"/>
52	Thermo Bike Sharrow PANEL - Green - 10' Height	Quantity: <u>10</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$1,000.00"/>	Total: <input type="text" value="\$10,000.00"/>
53	Thermo Bike Rider Panel - Green - 4' x 20'	Quantity: <u>10</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$1,200.00"/>	Total: <input type="text" value="\$12,000.00"/>
54	Thermo 4' Letter/Number for use on PCCP	Quantity: <u>50</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$200.00"/>	Total: <input type="text" value="\$10,000.00"/>

55	Thermo 8' Letter/Number for use on PCCP	Quantity: <u>50</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$275.00"/>	Total: <input type="text" value="\$13,750.00"/>
56	Thermo Railroad "R" 6' 6" for use on PCCP	Quantity: <u>6</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$175.00"/>	Total: <input type="text" value="\$1,050.00"/>
57	Thermo Straight Arrow for use on PCCP	Quantity: <u>10</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$215.00"/>	Total: <input type="text" value="\$2,150.00"/>
58	Thermo Curved Arrow for use on PCCP	Quantity: <u>10</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$275.00"/>	Total: <input type="text" value="\$2,750.00"/>
59	Thermo Combination Arrow for use on PCCP	Quantity: <u>10</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$440.00"/>	Total: <input type="text" value="\$4,400.00"/>
60	Thermo Lane Drop Symbol for use on PCCP	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$700.00"/>	Total: <input type="text" value="\$3,500.00"/>
61	Thermo Yield Symbol (24" Base, 36" Height) for use on PCCP	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$75.00"/>	Total: <input type="text" value="\$375.00"/>
62	Thermo Handi-Cap Symbol for use on PCCP	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$450.00"/>	Total: <input type="text" value="\$2,250.00"/>
63	Thermo 3-Way Combination Arrow for use on PCCP	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$600.00"/>	Total: <input type="text" value="\$3,000.00"/>
64	Thermo Curve & U-Turn Combination Arrow for use on PCCP	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$700.00"/>	Total: <input type="text" value="\$3,500.00"/>
65	Thermo U-Turn Arrow for use on PCCP	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$550.00"/>	Total: <input type="text" value="\$2,750.00"/>
66	Thermo - Fish Hook for use on PCCP	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$700.00"/>	Total: <input type="text" value="\$3,500.00"/>
67	Thermo Elongated Curve Arrow (12'x3') for use on PCCP	Quantity: <u>3</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$350.00"/>	Total: <input type="text" value="\$1,050.00"/>
68	Thermo Bike Symbol (Bicycle Rider - Helmeted - 3' 4" x 6') for use on PCCP	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$350.00"/>	Total: <input type="text" value="\$1,750.00"/>
69	Thermo Shared Lane Marking - Bike Sharrow for use on PCCP	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$450.00"/>	Total: <input type="text" value="\$2,250.00"/>
70	Thermo Bike Lane Straight Arrow for use on PCCP	Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$1,250.00"/>

7 1	Thermo 4' Width for use on PCCP Quantity: <u>300</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$3.15"/>	Total: <input type="text" value="\$945.00"/>
7 2	Thermo 4" Width Dashed for use on PCCP Quantity: <u>300</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$6.25"/>	Total: <input type="text" value="\$1,875.00"/>
7 3	Thermo 6" Width for use on PCCP Quantity: <u>100</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$7.45"/>	Total: <input type="text" value="\$745.00"/>
7 4	Thermo 6" Width Dashed for use on PCCP Quantity: <u>100</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$7.45"/>	Total: <input type="text" value="\$745.00"/>
7 5	Thermo 8" Width Dashed for use on PCCP Quantity: <u>100</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$10.00"/>	Total: <input type="text" value="\$1,000.00"/>
7 6	Thermo 12" Width for use on PCCP Quantity: <u>100</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$12.50"/>	Total: <input type="text" value="\$1,250.00"/>
7 7	Thermo 16" Width for use on PCCP Quantity: <u>100</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$17.00"/>	Total: <input type="text" value="\$1,700.00"/>
7 8	Thermo 24" Width for use on PCCP Quantity: <u>100</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$20.00"/>	Total: <input type="text" value="\$2,000.00"/>
7 9	Thermo Truck Applied 4" Width - White - for use on PCCP Quantity: <u>100</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$1.15"/>	Total: <input type="text" value="\$115.00"/>
8 0	Thermo Truck Applied 6" Width - White - for use on PCCP Quantity: <u>100</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$1.25"/>	Total: <input type="text" value="\$125.00"/>
8 1	Thermo Truck Applied 4" Width - Yellow - for use on PCCP Quantity: <u>100</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$1.15"/>	Total: <input type="text" value="\$115.00"/>
8 2	Thermo Truck Applied 6" Width - Yellow - for use on PCCP Quantity: <u>100</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$1.25"/>	Total: <input type="text" value="\$125.00"/>
8 3	Thermo Area shading - Yellow for use on PCCP Quantity: <u>100</u> UOM: <u>SF</u>	Price: <input type="text" value="\$14.25"/>	Total: <input type="text" value="\$1,425.00"/>
8 4	Thermo Area Shading - White for use on PCCP Quantity: <u>100</u> UOM: <u>SF</u>	Price: <input type="text" value="\$14.25"/>	Total: <input type="text" value="\$1,425.00"/>
8 5	Thermo Area Shading - Green for use on PCCP Quantity: <u>100</u> UOM: <u>SF</u>	Price: <input type="text" value="\$15.50"/>	Total: <input type="text" value="\$1,550.00"/>
8 6	Remove Thermoplastic Quantity: <u>1000</u> UOM: <u>SF</u>	Price: <input type="text" value="\$5.00"/>	Total: <input type="text" value="\$5,000.00"/>

87	HPS-8 Permanent Pavement Striping - 4 inch - White	Quantity: <u>1500</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$1.50"/>	Total: <input type="text" value="\$2,250.00"/>
88	HPS-8 Permanent Pavement Striping - 4 inch - Imbedded - White	Quantity: <u>1500</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$2.50"/>	Total: <input type="text" value="\$3,750.00"/>
89	HPS-8 Permanent Pavement Striping - 4 inch - Yellow	Quantity: <u>750</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$1.50"/>	Total: <input type="text" value="\$1,125.00"/>
90	HPS-8 Permanent Pavement Striping - 4 inch - Imbedded - Yellow	Quantity: <u>750</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$2.50"/>	Total: <input type="text" value="\$1,875.00"/>
91	HPS-8 Permanent Pavement Striping - 6 inch - White	Quantity: <u>750</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$1.50"/>	Total: <input type="text" value="\$1,125.00"/>
92	HPS-8 Permanent Pavement Striping - 6 inch - Imbedded - White	Quantity: <u>750</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$2.50"/>	Total: <input type="text" value="\$1,875.00"/>
93	HPS-8 Permanent Pavement Striping - 6 inch - Yellow	Quantity: <u>750</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$2.25"/>	Total: <input type="text" value="\$1,687.50"/>
94	HPS-8 Permanent Pavement Striping - 6 inch - Imbedded - Yellow	Quantity: <u>750</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$3.25"/>	Total: <input type="text" value="\$2,437.50"/>
95	HPS-8 Remove Integrated Multipolymer	Quantity: <u>750</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$1.75"/>	Total: <input type="text" value="\$1,312.50"/>
96	Spray Thermo Permanent Pavement Striping - 4 inch - White	Quantity: <u>4000</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$0.65"/>	Total: <input type="text" value="\$2,600.00"/>
97	Spray Thermo Permanent Pavement Striping - 4 inch - Yellow	Quantity: <u>1000</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$0.65"/>	Total: <input type="text" value="\$650.00"/>
98	Spray Thermo Permanent Pavement Striping - 6 inch - White	Quantity: <u>1000</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$0.75"/>	Total: <input type="text" value="\$750.00"/>
99	Spray Thermo Permanent Pavement Striping - 6 inch - Yellow	Quantity: <u>500</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$0.75"/>	Total: <input type="text" value="\$375.00"/>
100	Remove Spray Thermo	Quantity: <u>500</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$0.80"/>	Total: <input type="text" value="\$400.00"/>
101	Crosswalk sign-in-lane	Quantity: <u>15</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$350.00"/>	Total: <input type="text" value="\$5,250.00"/>



1 0 2	Lane delineator post Quantity: <u>100</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$55.00"/>	Total: <input type="text" value="\$5,500.00"/>
1 0 3	Pavement Marker - inlaid Quantity: <u>500</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$34.75"/>	Total: <input type="text" value="\$17,375.00"/>
1 0 4	Pavement Marker - surface KYTC Type 5 Quantity: <u>500</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$24.75"/>	Total: <input type="text" value="\$12,375.00"/>
1 0 5	Rumble strips Quantity: <u>500</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$4.75"/>	Total: <input type="text" value="\$2,375.00"/>
1 0 6	Rumble strips - transverse Quantity: <u>500</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$4.75"/>	Total: <input type="text" value="\$2,375.00"/>
1 0 7	Delineator - City Post 28" Quantity: <u>250</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$150.00"/>	Total: <input type="text" value="\$37,500.00"/>
1 0 8	Delineator - City Post 36" Quantity: <u>150</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$175.00"/>	Total: <input type="text" value="\$26,250.00"/>
1 0 9	Delineator - Qwick Kurb Quantity: <u>800</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$115.00"/>	Total: <input type="text" value="\$92,000.00"/>
1 1 0	Thermo Bike Lane Straight Arrow for use on PCCP Quantity: <u>5</u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$140.00"/>	Total: <input type="text" value="\$700.00"/>
1 1 1	Thermo Truck Applied 4" Width - White Quantity: <u>100</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$0.85"/>	Total: <input type="text" value="\$85.00"/>
1 1 2	Thermo Truck Applied 6" Width - White Quantity: <u>100</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$0.95"/>	Total: <input type="text" value="\$95.00"/>
1 1 3	Thermo Truck Applied 4" Width - Yellow Quantity: <u>100</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$0.85"/>	Total: <input type="text" value="\$85.00"/>
1 1 4	Thermo Truck Applied 6" Width - Yellow Quantity: <u>100</u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$0.95"/>	Total: <input type="text" value="\$95.00"/>

**Response Total: \$453,587.50**



LEXINGTON

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Procurement

Date of Issue: January 11, 2024

## INVITATION TO BID #9-2024 City Street Striping & Marking Supplemental

**\*This is a supplemental bid to Bid 28-2021, if you submitted on this bid please do not resubmit.**

**Bid Opening Date:** January 25, 2024      **Bid Opening Time:** 2:00 PM  
**Address:** All bids must be submitted on line at <https://lexingtonky.ionwave.net/>  
**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A      **Pre Bid Time:** N/A  
**Address:** N/A

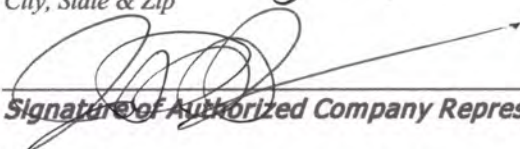
Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **1/25/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

<p><input checked="" type="checkbox"/> <b>Check One:</b> Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p><b>Proposed Delivery:</b> 7 days after acceptance of bid.</p>
<p><b>Procurement Card Usage</b>—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?      _____ Yes      <input checked="" type="checkbox"/> No</p>	

**To expedite award, the forms in this document should be completed and uploaded with your bid.**

Submitted by: M+M Services Co., Inc.  
*Firm Name*  
229 Midland Tr.  
*Address*  
Mt. Sterling ky 40353  
*City, State & Zip*

**Bid must be signed:**   
*Signature of Authorized Company Representative – Title*  
Jeffrey McMahon.  
*Representative's Name (Typed or printed)*  
859-499-3201      859-499-3221

Area Code - Phone - Extension

Fax #

rebecca@mmservicesky.com  
E-Mail Address

**The Affidavit in this bid must be completed before your firm can be considered for award of this contract.**

**AFFIDAVIT**

Comes the Affiant, Jeffrey McMahon, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Jeffrey McMahon and he/she is the individual submitting the bid or is the authorized representative of M+M Services Co., Inc. the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. \_\_\_\_\_

STATE OF Kentucky

COUNTY OF Montgomery

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jeffrey McMahon on this the 17 day of January, 2024

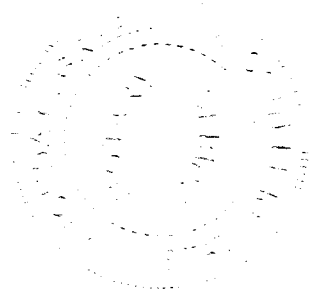
My Commission expires: 10-26-24

NOTARY PUBLIC  
STATE AT LARGE  
KENTUCKY  
ID# 149811537  
EXPIRES 08/01/2023

*Rhula Brown*

NOTARY PUBLIC, STATE AT LARGE

***Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.***



## **I. GREEN PROCUREMENT**

### **A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

#### Key Benefits

These products use 25 to 50% less energy  
Reduced energy costs without compromising quality or performance  
Reduced air pollution because fewer fossil fuels are burned  
Significant return on investment  
Extended product life and decreased maintenance

### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.GreenSeal.org](http://www.GreenSeal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

### **C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes X No \_\_\_\_\_

### **II. Bid Conditions**

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

### Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.*

Signature

M+M Services Co., Inc.  
Name of Business

## **GENERAL PROVISIONS OF BID CONTRACT**

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. **Price Discrepancy:** When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
Signature

1-17-2024  
Date



**WORKFORCE ANALYSIS FORM**

Name of Organization: M+M Services Co., Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races  (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		2	1													2	1
Professionals		1	1													1	1
Superintendents																	
Supervisors																	
Foremen		10				2										12	
Technicians		39	1			1										40	1
Protective Service																	
Para-Professionals																	
Office/Clerical			2														2
Skilled Craft																	
Service/Maintenance		5														5	
<b>Total:</b>																60	5

Prepared by: Rebecca Smith Treasurer Date: 01/17/24  
 (Name and Title) Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Procurement of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

**A. GENERAL**

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

**B. PROCEDURES**

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

**C. DEFINITIONS**

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
  - c. Attended LFUCG Procurement Economic Inclusion Outreach event
  - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

- e. **Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.**
- f. **Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).**
- g. **Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.**
- h. **Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.**
- i. **Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.**
- j. **Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.**
- k. **Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce**
- l. **Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.**
- m. **Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.**
- n. **Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.**
- o. **Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal**
- p. **Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.**

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**Note:** Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

**OUR MISSION:** The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>



We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:tyra@commercelexington.com">tyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozydeky@yahoo.com">lavozydeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488





**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # Bid 9-2024

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.	N/A			
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

M+M Services Co., Inc.  
Company

1-17-2024  
Date

Rebecca Smith  
Company Representative

Treasurer  
Title



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # Bid 9-2024

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.		N/A		
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

M+M Services Co., Inc.  
Company

1-17-2024  
Date

Rebecca Smith  
Company Representative

Treasurer  
Title



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # bid 9-2024

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.		N/A			
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

M+M Services Co., Inc.  
Company

1-17-2024  
Date

Rebecca Smith  
Company Representative

Treasurer  
Title



# LEXINGTON

## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # Bid 9-2024

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name <u>M+M Services Co., Inc.</u>	Contact Person <u>Rebecca Smith</u>
Address/Phone/Email <u>229 Midland Tr. 859-499-3201</u> <u>Mt. Sterling Ky 40353</u> <u>rebecca@mm-servicesky.com</u>	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
				N/A				

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

M+M Services Co., Inc.  
Company  
1-17-2024  
Date

Rebecca Smith  
Company Representative  
Treasurer  
Title





# LEXINGTON

## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street/ Lexington, KY 40507.

Bid/RFP/Quote # Bid n. 2024  
 Total Contract Amount Awarded to Prime Contractor for this Project \_\_\_\_\_

Project Name/ Contract #	Work Period/ From:	To:
Company Name: <u>N/A</u>	Address:	<u>N/A</u>
Federal Tax ID:	Contact Person:	<u>N/A</u>

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
			<u>N/A</u>				

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

MTM SERVICES CO., INC. Rebecca Smith  
 Company Company Representative  
1-17-2024 Treasurer  
 Date Title

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

JM Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

JM Included documentation of advertising in the above publications with the bidders good faith efforts package

JM Attended LFUCG Procurement Economic Inclusion Outreach event

JM Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

JM Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

JM Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

JM Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

JM Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

JM Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

JM Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

JM Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

JM Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

JM Included documentation of quotations received from interested MWDBE firms and

Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

JM Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

JM Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

JbM Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

JM Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

MM Services Co., LLC  
Company  
1-17-2024  
Date

Jeffrey McMahon  
Company Representative  
President  
Title

**AMENDMENT 1 —**  
**CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,**  
**INCLUDING THE AMERICAN RESCUE PLAN ACT**

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.



- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

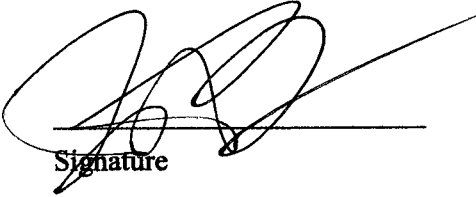
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(i). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

1-17-2024  
Date